

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES**

IN RE APPLICATION OF:

Dwip N. Banerjee

SERIAL NO: 09/894,108

CONFIRMATION NO.: 6271

FILED: June 28, 2001

FOR: Gradual Online Subscription Removal

§ § § § §

EXAMINER: Dennison, Jerry B.

GROUP ART UNIT: 2143

APPEAL BRIEF

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APPEAL BRIEF

Appellant timely filed a Notice of Appeal to this Board on October 6, 2006 appealing the decision of the Examiner in the Final Office Action dated July 6, 2006 for the above captioned application. Appellant hereby submits this Appeal Brief pursuant to 37 C.F.R. 41.37.

(1) REAL PARTY IN INTEREST

The real party of interest in this action is International Business Machines Corporation, the recorded assignee of the entire right, title and interest in and to the patent application now under appeal before this Board. International Business Machines Corporation is a corporation of the State of New York, having a place of business in Armonk, New York 10504.

(2) RELATED APPEALS AND INTERFERENCES

There are no other appeals or interferences known to Appellants, Appellants' legal representative, or Assignee that will affect or be directly affected by or have a bearing upon the Board's decision in the pending appeal.

(3) STATUS OF THE CLAIMS

The status of all claims in the application under appeal is as follows: claims 1-7, 9, 11-19, 21-40 and 42-48 are pending in the application. Claims 1-7, 9, 11-19, 21-40 and 42-48 stand rejected and are under appeal.

(4) STATUS OF AMENDMENTS

Amendments to the claims were submitted on April 12, 2006 in Applicant's "Response to the Office Action dated January 27, 2006." There have been no amendments after the Final Office Action of July 6, 2006.

(5) SUMMARY OF CLAIMED SUBJECT MATTER

There are four independent claims involved in this appeal, including independent method claim 1, independent system for managing subscriber access claim 29, independent computer program product claim 33, and independent computer program product claim 48.

Independent claim 1 is directed to a method to be executed by one or more processors for managing subscriber access to online subscription content (Specification, page 2, lines 24-25; page 5, lines 16-18). The method comprises: (a) providing the subscriber with access to the online subscription service at a first level of service during a subscription period (Specification, page 3, lines 1-4; page 10, lines 14-20; FIG. 5, element 125); and (b) after expiration of the subscription period, providing the subscriber with access to the online subscription service at a level of service that is lower than the first level of service during a post-expiration period (Specification, page 3, lines 1-31; page 5, line 31 to page 6, line 18; page 7, lines 3-5; FIGs. 5-6, elements 130 and 255); and then (c) terminating subscriber access to the online subscription service after the post-expiration period unless the subscription is renewed (Specification, page 3, lines 19-21; page 7, lines 17-22; page 11, lines 25-27; FIG. 6, element 210).

Independent claim 29 is directed to a system for managing subscriber access to an online service comprising: (a) a subscription server (Specification, page 6, lines 22-24; FIG. 1, element 11); (b) a subscription database (Specification, page 6, lines 24-26; FIG. 1, element 14); and (c) a non-renewal database (Specification, page 6, lines 26-31; FIG. 1, element 16); wherein the non-renewal data base comprises non-renewal subscriber records and a post-expiration instruction, each non-renewal subscriber record comprising a non-renewal subscriber identification, a subscription expiration condition, date and frequency of accessing subscription after the subscription expiration date (Specification, page 6, lines 26-31) and wherein the post-expiration

instruction instructs the subscription server to provide access to the online service by a non-renewal subscriber at a level of service that is decreased from a pre-expiration level of service during a post-expiration period before terminating the access unless the subscription is renewed (Specification, page 7, lines 3-22).

Independent claim 33 is directed to a computer program product including instructions embodied on a computer readable medium for managing subscriber access to online subscription content (Specification, page 8, lines 20-21; page 8 line 29 to page 9, line 2; page 9, line 25-29). The instructions comprise: (a) providing instructions for providing the subscriber with access to the online subscription service at a first level of service during a subscription period (Specification, page 3, lines 1-4; page 10, lines 14-20); and (b) after expiration of the subscription period, providing instructions for providing the subscriber with access to the online subscription service at a level of service that is lower than the first level of service during a post-expiration period (Specification, page 3, lines 1-31; page 5, line 31 to page 6, line 18; page 7, lines 3-5); and (c) terminating instructions for terminating subscriber access to the online subscription service after the post-expiration period unless the subscription is renewed (Specification, page 3, lines 19-21; page 7, lines 17-22; page 11, lines 25-27).

Independent claim 48 is directed to a computer program product including instructions embodied on a computer readable medium for managing subscriber access to online subscription content (Specification, page 8, lines 20-21; page 8 line 29 to page 9, line 2; page 9, line 25-29). The instructions comprise: (a) providing instructions for providing the subscriber with access to the online subscription service at a first level of service for accessing the online subscription during a subscription period (Specification, page 3, lines 1-4; page 10, lines 14-20); and (b) after expiration of the subscription period, providing instructions for providing the subscriber with

access to the online subscription service at a level of service for accessing the online subscription that is lower than the first level of service during a post-expiration period (Specification, page 3, lines 1-31; page 5, line 31 to page 6, line 18; page 7, lines 3-5); and (c) terminating instructions for terminating subscriber access to the online subscription service after the post-expiration period unless the subscription is renewed (Specification, page 3, lines 19-21; page 7, lines 17-22; page 11, lines 25-27).

(6) GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL

- a. Whether claims 1-7, 9, 11-15, 33 and 48 are unpatentable under 35 U.S.C. 103(a) over Drosset (U.S. Patent 6,662,231).
- b. Whether claims 21, 22, 29 and 46 are unpatentable under 103(a) over Drosset (U.S. Patent 6,662,231) and Nye (US 2003/0028548) in view of Davis et al. (U.S. Pub. 2002/0040395).
- c. Whether claims 16-19, 23-28, 30-32, 34-40, 42-45 and 47 are unpatentable over Drosset (U.S. Patent 6,662,231) and Nye (US 2003/0028548) in view of Davis et al. (U.S. Pub. 2002/0040395) under the same rationale as the rejections against the limitations of claims 1-7, 9, 11-15, 21, 22, 29, 33, 46 and 48.

(7) ARGUMENT

a. Whether claims 1-7, 9, 11-15, 33 and 48 are unpatentable under 35 U.S.C. 103(a) over Drosset (U.S. Patent 6,662,231).

(1) Applicable law.

A claimed invention is unpatentable if the differences between it and the prior art “are such that the subject matter *as a whole* would have been obvious at the time the invention was made to a person having ordinary skill in the art.” 35 U.S.C. 103(a) [emphasis added]. The ultimate determination of whether an invention is or is not obvious is a legal conclusion based on underlying factual inquiries including: (1) the scope and content of the prior art; (2) the level of ordinary skill in the prior art; (3) the differences between the claimed invention and the prior art; and (4) objective evidence of nonobviousness. *Graham v. John Deere Co.*, 383 U.S. 1, 17-18, 148 USPQ 459, 467 (1966). As the Federal Circuit has stated, “Focusing on the obviousness of substitutions and differences instead of on the invention *as a whole* . . . was a legally improper way to simplify the difficult determination of obviousness.” *Hybritech Inc. v. Monoclonal Antibodies, Inc.*, 802 F.2d 1367, 1383 (Fed. Cir. 1986) [emphasis added].

To establish a *prima facie* case of obviousness of a claimed invention, all the claim limitations must be taught or suggested by the prior art. *In re Royka*, 490 F.2d 981, 985 (CCPA 1974). All words in a claim must be considered in judging the patentability of that claim against the prior art. *In re Wilson*, 424 F.2d 1382, 1385 (CCPA 1970).

An additional requirement for providing a *prima facie* case of obviousness is that the Examiner must provide a basis for combining or modifying the cited references. The mere fact that references can be combined or modified does not render the resultant combination obvious

unless the prior art also suggests the desirability of the combination. *In re Mills*, 916 F.2d 680 (Fed. Cir. 1990).

In the case *In re Rouffet*, 149 F.3d 1350 (Fed. Cir. 1998), the Court states:

When a rejection depends on a combination of prior art references, there must be some teaching, suggestion, or motivation to combine the references. Although the suggestion to combine references may flow from the nature of the problem, the suggestion more often comes from the teachings of the pertinent references or from the ordinary knowledge of those skilled in the art that certain references are of special importance in a particular field. Therefore, when determining the patentability of a claimed invention which combines two known elements, the question is whether there is something in the prior art as a whole to suggest the desirability, and thus the obviousness, of making the combination.

Id. at 1356 [citations omitted].

In the case *In re Lee*, 277 F.3d 1338 (Fed. Cir. 2002), the Federal Circuit held:

When patentability turns on the question of obviousness, the search for and analysis of the prior art includes *evidence* relevant to the finding of whether there is a teaching, motivation, or suggestion to select and combine the references relied on as evidence of obviousness.

Id. at 1343, emphasis added.

The courts have recognized that most inventions are made up of elements that have already been discovered and utilized. It is the specific combination of these elements, however, that define the invention being claimed. For example, in the case *In re Kotzab*, 217 F.3d 1365 (Fed. Cir. 2000), the Court states:

Most, if not all inventions arise from a combination of old elements . . . Thus, every element of a claimed invention may often be found in the prior art. However, identification in the prior art of each individual part claimed is insufficient to defeat patentability of the whole claimed invention. Rather, to establish obviousness based on a combination of the elements disclosed in the prior art,

there must be some motivation, suggestion or teaching of the desirability of making the specific combination that was made by the applicant.

Id. at 1395.

(2) Review of the cited prior art.

Drosset teaches a system in which “there may be two membership levels, paying and non-paying.” (Drosset, col. 19, lines 49-51). “[A] user may downgrade from paying to non-paying membership through user selection or through invalidation of the payment information” in which case “the [nonpaying] user is denied the privileges afforded to paying users.” (Drosset, col. 15, lines 48-53). Drosset provides privileges to paying members and denies the privileges to non-paying members. This is underscored by Drosset using a “Subscribed Boolean value that indicates that the user is subscribed to the service.” (Drosset, col. 3, line 65).

(3) The cited prior art fails to teach or suggest each and every limitation of Claims 1-7, 9, 11-15, 33 and 48.

Claims 1, 6-7, 33 and 48.

Claim 1 is directed to a method that provides at least three different levels of access to an online subscription service. These three levels of access includes (1) a first level of service during a subscription period, (2) a level of service that is lower than the first level of service during a post-expiration period, and (c) terminating subscriber access to the online subscription service after the post-expiration period unless the subscription is renewed. (Claim 1). By contrast, Drosset teaches a system in which there are only two membership levels, either paying and non-paying. (Drosset, col. 19, lines 49-51).

The Examiner makes various statements that Applicant views as attempting to characterize Drosset as disclosing three levels of access. However, Applicant will explain how this is an improper reading of Drosset.

First, the Examiner asserts that Drosset teaches the first two steps of claim 1, namely providing access at a first level of service during a subscription period, then providing access at a lower level of service during a post expiration period. (Final Office Action, page 5; citing Drosset at col. 15, lines 14, 21-23 and 45-65). The Examiner then asserts that “Drosset did not explicitly state terminating subscriber access to the online subscription service after a specified post expiration period unless the subscription is renewed.” (Final Office Action, page 5). Accordingly, the Examiner acknowledges that Drosset does not provide an explicit disclosure of the third limitation of Applicant’s claim 1, then asserts that Drosset preserves the user’s information for a period of time and transitions the status of the data into another category and may be dropped. (Final Office Action, page 6, lines 1-5). However, Applicant asserts that the examiner is commenting on *different categories of data*, rather than *different levels of access* to online subscription service as claimed.

Specifically, the Examiner cites to Drosset at col. 15, lines 53-57 in support of the rejection. However, Drosset still only describes two membership levels, ie., paying and nonpaying, and says that upon downgrading to nonpaying membership “the Subscribed column for the user’s entry in the table of FIG. 2 is set to No and the user is denied the privileges afforded to paying users.” (Drosset, col. 15, lines 48-53). While Drosset may preserve some of the user’s information “for a period of time in expectation that the account may be once again upgraded to paying status and access to full privileges restored” (Drosset, col. 15, lines 53-57), this preservation of data does not constitute a different level of access to the system.

While the present rejection is stated to be an obviousness rejection over Drosset alone, the Examiner appears to rely upon a secondary reference, Nye. (Final Office Action, page 6, lines 6-22). Applicant asserts that this is an improper reliance on a secondary reference, and that either the rejection must be withdrawn and restated, or the reliance on the secondary reference must be removed.

Still, according to the disclosure of Nye, “a database of users can be categorized according to the users current status. (Nye, ¶46, lines 3-5). However, Nye fails to suggest that the various categories of status would each result in a different level of access. Specifically, Nye teaches that during the life of the subscription the status of a customer changes. (Nye, ¶44, lines 4-5). “Examples of the different status a customer may have over time may include status as a new customer, a customer who’s subscription is about to expire, a customer who is targeted for a specific renewal offer, a newly renewed customer that has not yet paid the subscription fee, and others.” (Nye, ¶44, lines 5-10). There is no suggestion that any of these different “status” categories would result in a different level of access.

Nye eventually says, at paragraph 49, that this categorization of customers allows separate actions to be performed for each group of users. However, Nye makes no suggestion that this categorization would result in a different level of access to the subscription service other than “access” (for trial subscriptions or paid subscriptions) or “no access” (for nonsubscribers or nonrenewing subscribers).

The Applicant would reiterate that claim 1 includes the combination of access at a first level of service, access at a lower level of service during a post-expiration period, and then terminating subscriber access after the post-expiration period unless the subscription is renewed.

Neither Drosset, Nye or a combination thereof teach or suggest these three levels of access as claimed. Reconsideration and withdrawal of the rejection is requested.

Claims 6-7 depend from claim 1 and are patentable for at least the same reasons.

Claims 33 and 48 are directed to a computer program product with limitations substantially similar to those of claim 1. Applicant asserts that claims 33 and 48 are patentable for at least the same reasons.

Claim 2.

The examiner makes the unsupported conclusion that Drosset [and Nye] disclose the limitations of claim 2. The broad citation to Drosset at col. 15, lines 47-65 does not disclose, teach, or suggest that the level of service is determined by a service parameter and it is not clear what service parameter the Examiner is citing to.

Claims 3-5.

The examiner asserts that Drosset's disclosure of downgrading from paying to nonpaying status teaches or suggests the limitation of "gradually reducing the level of service during the post-expiration period" and "notifying the subscriber of the lower service level and of the service parameters to be reduced." (Claim 3). Applicant asserts that the claims must be considered and interpreted as a whole. Drosset discloses only paying and nonpaying status. In present claims 3-5, the reduction is stated as occurring during the post-expiration period. Drosset does not disclose any further reductions in the level of service that would occur after expiration. Unlike Drosset, the invention of the present claims is directed to maintaining contact with a subscriber, even after expiration, through gradually reduced levels of service.

Claim 9.

Claim 9 deals with subscription renewal. The passage of Drosset cited by the Examiner does not deal with renewals. (Final Office Action, page 8, ¶8; citing Drosset at col. 15, lines 29-35).

Claim 11.

Claim 11 includes the limitation of “wherein the subscriber is a potential new subscriber and wherein the subscription period is a trial subscription period.” (Claim 11). Because claim 11 depends from claim 1, claim 11 is direct to providing access at three levels, even where the user is a potential new subscriber during a trial subscription period. As previous stated, Drosset only provides a paying and nonpaying membership.

Claims 12-14.

Claim 12 depends from claim 11 and is patentable for at least the same reasons. Applicant reasserts the comments made above with regard to claim 11. Furthermore, the broad citation to Drosset at col. 15, lines 47-65 does not disclose, teach, or suggest that the level of service is determined by a service parameter and it is not clear what service parameter the Examiner is citing to.

Claims 13-14 depend from claim 12 and are patentable for at least the same reasons.

Claim 15.

Claim 15 includes the limitation of “wherein the rate of reducing the level of service is determined by factors comprising a frequency the potential new subscriber accessed the trial subscription during the post-trial subscription expiration period and a frequency the potential new subscriber accessed the trial subscription during a trial subscription period.” The Examiner

has not cited any support from either Drosset or Nye that deal with the rate of reducing service or any use of the frequency of user access.

b. Whether claims 21, 22, 29 and 46 are unpatentable under 103(a) over Drosset (U.S. Patent 6,662,231) and Nye (US 2003/0028548) in view of Davis et al. (U.S. Pub. 2002/0040395).

(1) Applicable law.

The applicable law regarding 35 U.S.C. 103(a) is set out above in Section 7(a)(1), above, and is incorporate here by reference.

(2) Review of the cited prior art.

Drosset is described in Section 7(a)(2), above, and such description is incorporated here by reference.

Nye discloses a method that allows a developer to add complex dependency logic to an existing database without having to modify the underlying structure of the database. (Nye, Abstract). Nye discloses that the invention can be used in a subscription service environment by having a database that stores records corresponding to customers that subscribe to some provided product or service. (Nye, ¶ 44). Groups of customers may acquire a status based on the date that a renewal or service is requested or based on a specific promotion or offer in effect when the customer subscribed. *Id.* Nye discloses that customers may be given a free six-month subscription to an online newsletter, after six months pass, those that have subscribed are placed in a paying subscriber category; those who cancel after 6 months or do not subscribe are placed in the cancelled subscription category. (Nye, ¶ 46). Nye discloses that an administrator may decide to send a thank you email to paying subscribers to thank them for subscribing or for offering additional services. (Nye, ¶ 49).

Davis discloses a method for monitoring client interaction with a resource downloaded from a server in a computer network, downloading a file, using the client to specify an address of a first executable program located on a second server, the first executable program including a software timer for monitoring the amount of time the client spends interacting with and displaying the file downloaded from the first server. (Davis, Abstract). Davis discloses that the method is applicable to subscription services. (Davis, ¶ 32).

(3) The cited prior art fails to teach or suggest each and every limitation of Claims 21, 22, 29 and 46.

Claims 21, 29 and 46.

First, the Examiner asserts Drosset and Nye as disclosing limitations substantially similar to those of claim 1, and further disclosing a subscription service, subscription database, and a non-renewal database (Final Office Action, page 9, ¶12; citing Drosset at col. 2, lines 40-45). However, Applicant finds none of these items disclosed in the cited passage from Drosset.

Second, the Examiner asserts that Davis teaches recording the frequency that a user accesses data from an online provider. (Final Office Action, page 9, ¶12, lines 7-9; citing Davis at ¶9 and ¶32). Applicant finds no such teaching in the cited passage.

Furthermore, even if Davis did teach tracking user access frequency, there is no suggest in any of the cited references to modify the teaching for use in a post-expiration period. Neither Drosset, Nye nor Davis appear to address activities after expiration of a subscription.

It is respectfully asserted that the Examiner has fallen into the hindsight trap and used the Applicants application and claims as a guide to piece together disparate disclosures from the prior art.

Claim 22.

Claim 22 deals with post-expiration instructions. Neither Drosset, Nye nor Davis disclose the use of post-expiration instructions. It is unclear how the passage cited by the Examiner would disclose this limitation. (Final Office Action, page 10, ¶13; citing Drosset, col. 15, lines 47-65).

c. Whether claims 16-19, 23-28, 30-32, 34-40, 42-45 and 47 are unpatentable over Drosset (U.S. Patent 6,662,231) and Nye (US 2003/0028548) in view of Davis et al. (U.S. Pub. 2002/0040395) under the same rationale as the rejections against the limitations of claims 1-7, 9, 11-15, 21, 22, 29, 33, 46 and 48.

(1) Applicable law.

The applicable law regarding 35 U.S.C. 103(a) is set out above in Section 7(a)(1), above, and is incorporated here by reference.

(2) Review of the cited prior art.

A discussion of the cited prior art references of Drosset, Nye and Davis is set out in Section 7(b)(2), above, and is incorporated here by reference.

(3) The cited prior art fails to teach or suggest each and every limitation of Claims 16-19, 23-28, 30-32, 34-40, 42-45 and 47.

Applicant is unfamiliar with a rejection made in this manner and believes that a full statement of the basis for each and every rejection is required. However, Applicant also believes that the foregoing remarks are equally applicable to the claims mentioned here. Therefore, Applicant reasserts the remarks made above in Section 7(a)(3) and 7(b)(3) and requests reconsideration and withdrawal of the rejection.

Because the cited prior art reference fails to teach or suggest each and every limitation of the claims, Appellant respectfully asserts that a *prima facie* case of obviousness has not been presented. Therefore, Appellant respectfully requests the Board to find that claims 1-7, 9, 11-19, 21-40 and 42-48 presented on appeal are patentable.

Respectfully submitted,

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IN RE APPLICATION OF:	§	
Dwip N. Banerjee	§	
	§	EXAMINER: Jerry B. Dennison
SERIAL NO: 09/894,108	§	
	§	
CONFIRMATION NO.: 6271	§	
	§	GROUP ART UNIT: 2143
FILED: June 28, 2001	§	
	§	
FOR: Gradual Online Subscription	§	
Removal	§	

APPENDIX IN SUPPORT OF APPELLANT’S APPEAL BRIEF

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(8) CLAIMS APPENDIX

What is claimed is:

1. (previously presented) A method to be executed by one or more processors for managing subscriber access to online subscription content comprising:

(a) providing the subscriber with access to the online subscription service at a first level of service during a subscription period; and

(b) after expiration of the subscription period, providing the subscriber with access to the online subscription service at a level of service that is lower than the first level of service during a post-expiration period; and then

(c) terminating subscriber access to the online subscription service after the post-expiration period unless the subscription is renewed.

2. (original) The method of claim 1, wherein the level of service is determined by a service parameter selected from download rate, portion of subscription content accessible, access to member-only features, color formatting, sound and combinations thereof.

3. (original) The method of claim 2, further comprising:

(c) gradually reducing the level of service during the post-expiration period, and

(d) notifying the subscriber of the lower service level and of the service parameters to be reduced.

4. (original) The method of claim 3, wherein the step of gradually reducing the level of service includes incrementally reducing the level of service.

5. (original) The method of claim 4, wherein a rate of reducing the level of service is determined by factors comprising a frequency the subscriber accessed the subscription service during the post-expiration period, a frequency with which the subscriber accessed the subscription service during a subscription period, and a period the subscriber had paid for an online subscription.

6. (original) The method of claim 1, further comprising:

(c) accepting renewal of the subscription; and

(d) after renewal of the subscription, providing the subscriber with access to the online subscription service at the first level of service during a renewed subscription period.

7. (original) The method of claim 6, further comprising:

(e) repeating steps (b) through (d).

8. (cancelled)

9. (original) The method of claim 1, further comprising:

notifying the subscriber of terms for subscription renewal during the post-expiration period.

10. (cancelled)

11. (original) The method of claim 1, wherein the subscriber is a potential new subscriber and wherein the subscription period is a trial subscription period.

12. (original) The method of claim 11, wherein the level of service is determined by a service parameter selected from download rate, portion of subscription content accessible, access to member-only features, color formatting, sound and combinations thereof.

13. (original) The method of claim 12, further comprising:

(c) gradually reducing the level of service during the post-trial subscription expiration period and

(d) notifying the potential new subscriber of the lower service level and of the service parameters to be reduced.

14. (original) The method of claim 13, wherein the step of gradually reducing the level of service includes incrementally reducing the level of service.

15. (original) The method of claim 14, wherein the rate of reducing the level of service is determined by factors comprising a frequency the potential new subscriber accessed the trial subscription during the post-trial subscription expiration period and a frequency the potential new subscriber accessed the trial subscription during a trial subscription period.

16. (original) The method of claim 11, further comprising:

- (c) accepting purchase of a new online subscription;
- (d) after purchase of the new online subscription, recording the potential new subscriber as a subscriber; and
- (e) providing the subscriber with access to the online subscription service at the first level of service during a subscription period.

17. (original) The method of claim 16, further comprising:

- (f) repeating steps (b) through (e).

18. (original) The method of claim 11, further comprising:

- during the post-trial subscription expiration period, notifying the potential new subscriber that the trial subscription period has expired.

19. (original) The method of claim 11, further comprising:

- notifying the potential new subscriber of terms for subscription purchase during the post-trial subscription expiration period.

20. (cancelled)

21. (original) The method of claim 1, further comprising:

maintaining a database of subscriber records, each subscriber record comprising a subscriber identification, a subscription history, and a subscription expiration date;

maintaining a database of non-renewal subscriber records and a post-expiration instruction, each non-renewal subscriber record comprising a non-renewal subscriber identification, a subscription expiration condition, date and frequency of accessing subscription after the subscription expiration date and a period of time the non-renewal subscriber was a paid subscriber, and

upon passing of the expiration condition, executing the post-expiration instruction for the subscriber.

22. (original) The method of claim 21, wherein the post-expiration instruction for the subscriber indicates a service parameter to be reduced, wherein the service parameter is selected from download rate, portion of subscription content accessible, access to member-only features, color formatting, sound and combinations thereof.

23. (original) The method of claim 21, further comprising:

identifying non-renewal subscribers who have not accessed the online subscription over a time period defined in the post-expiration instruction;

notifying the identified non-renewal subscribers with a notification of terms to renew and a hyper-link to the online subscription content;

granting access by the identified non-renewal subscribers to the online subscription service at a reduced level of service

executing the post-expiration instruction during a post-expiration period.

24. (original) The method of claim 11, further comprising:

maintaining a database of potential new subscriber records and a potential new subscriber instruction; wherein the potential new subscriber record comprises an identification of the potential new subscriber, date and frequency of accessing the subscription;

granting access by the identified potential new subscribers to the online subscription; and

executing the potential new subscriber instruction during a potential new subscriber period.

25. (original) The method of claim 24, wherein the potential new subscribers are selected through market research.

26. (original) The method of claim 24, wherein the potential new subscribers are selected through a potential new subscriber accessing a web site for the online subscription.

27. (original) The method of claim 24, wherein the potential new subscriber instruction indicates a service parameter to be reduced, wherein the service parameter is selected from the download rate, portion of content accessible, access to member-only features, color formatting, and combinations thereof.

28. (original) The method of claim 24, further comprising:

terminating the potential new subscriber's access to the online subscription service after the potential new subscriber period.

29. (previously presented) A system for managing subscriber access to an online service comprising:

a.a subscription server;

b.a subscription database; and

c.a non-renewal database; wherein the non-renewal data base comprises non-renewal subscriber records and a post-expiration instruction, each non-renewal subscriber record comprising a non-renewal subscriber identification, a subscription expiration condition, date and frequency of accessing subscription after the subscription expiration date and wherein the post-expiration instruction instructs the subscription server to provide access to the online service by a non-renewal subscriber at a level of service that is decreased from a pre-expiration level of service during a post-expiration period before terminating the access unless the subscription is renewed.

30. (previously presented) The system of claim 29, wherein the post-expiration instruction for the subscriber indicates a service parameter to be reduced, wherein the service parameter is selected from download rate, portion of subscription content accessible, access to member-only features, color formatting, and combinations thereof.

31. (previously presented) The system of claim 29, further comprising a potential new subscriber database, wherein the database comprises potential new subscriber records and a potential new subscriber instruction.

32. (previously presented) The system of claim 31, wherein the potential new subscriber instruction indicates a service parameter to be reduced, wherein the service parameter is selected from download rate, portion of subscription content accessible, access to member-only features, color formatting, and combinations thereof.

33. (previously presented) A computer program product including instructions embodied on a computer readable medium for managing subscriber access to online subscription content, the instructions comprising:

(a) providing instructions for providing the subscriber with access to the online subscription service at a first level of service during a subscription period; and

(b) after expiration of the subscription period, providing instructions for providing the subscriber with access to the online subscription service at a level of service that is lower than the first level of service during a post-expiration period; and

(c) terminating instructions for terminating subscriber access to the online subscription service after the post-expiration period unless the subscription is renewed.

34. (original) The computer program product of claim 33, wherein the level of service is determined by a service parameter selected from download rate, portion of subscription

content accessible, access to member-only features, color formatting, sound and combinations thereof.

35. (original) The computer program product of claim 34, further comprising:

(c) reducing instructions for gradually reducing the level of service during the post-expiration period, and

(d) notifying instructions for notifying the subscriber of the lower service level and of the service parameters to be reduced.

36. (original) The computer program product of claim 35, wherein the reducing instructions for gradually reducing the level of service includes instructions for incrementally reducing the level of service.

37. (original) The computer program product of claim 36, wherein a rate of reducing the level of service is determined by factors comprising a frequency the subscriber accessed the subscription service during the post-expiration period, a frequency with which the subscriber accessed the subscription service during a subscription period, and a period the subscriber had paid for an online subscription.

38. (original) The computer program product of claim 33, further comprising:

(c) accepting instructions for accepting renewal of the subscription; and

(d) providing instructions for providing the subscriber with access to the online subscription service at the first level of service during a renewed subscription period.

39. (original) The computer program product of claim 38, further comprising:

(e) repeating steps (b) through (d).

40. (original) The computer program product of claim 33, further comprising:

notifying instructions for notifying the subscriber during the post-expiration period that the subscription period has expired.

41. (cancelled)

42. (original) The computer program product of claim 33, wherein the subscriber is a potential new subscriber and wherein the subscription period is a trial subscription period.

43. (original) The computer program product of claim 42, wherein the level of service is determined by a service parameter selected from download rate, portion of subscription content accessible, access to member-only features, color formatting, sound and combinations thereof.

44. (original) The computer program product of claim 42, further comprising:

(c) reducing instructions for gradually reducing the level of service during the post-trial subscription expiration period and

(d) notifying instructions for notifying the potential new subscriber of the lower service level and of the service parameters to be reduced.

45. (original) The computer program product of claim 42, further comprising:

terminating instructions for terminating potential new subscriber access to the online trial subscription service after the post-trial subscription expiration period.

46. (original) The computer program product of claim 33, further comprising:

maintaining instructions for maintaining a database of subscriber records, each subscriber record comprising a subscriber identification, a subscription history, and a subscription expiration date;

maintaining instructions for maintaining a database of non-renewal subscriber records and a post-expiration instruction, each non-renewal subscriber record comprising a non-renewal subscriber identification, a subscription expiration condition, date and frequency of accessing subscription after the subscription expiration date and a period of time the non-renewal subscriber was a paid subscriber, and

executing instructions for executing the post-expiration instruction for the subscriber upon passing of the expiration condition.

47. (original) The computer program product of claim 46, wherein the post-expiration instruction for the subscriber indicates a service parameter to be reduced, wherein the service parameter is selected from download rate, portion of subscription content accessible, access to member-only features, color formatting, sound and combinations thereof.

48. (previously presented) A computer program product including instructions embodied on a computer readable medium for managing subscriber access to online subscription content, the instructions comprising:

(a) providing instructions for providing the subscriber with access to the online subscription service at a first level of service for accessing the online subscription during a subscription period; and

(b) after expiration of the subscription period, providing instructions for providing the subscriber with access to the online subscription service at a level of service for accessing the online subscription that is lower than the first level of service during a post-expiration period; and

(c) terminating instructions for terminating subscriber access to the online subscription service after the post-expiration period unless the subscription is renewed.

(9) EVIDENCE APPENDIX

NONE

(10) RELATED PROCEEDINGS APPENDIX

NONE